



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Russ Guiney, Director

John Wicker, Chief Deputy Director

November 12, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE MEMORANDUM OF UNDERSTANDING FOR CONSERVATION,  
MAINTENANCE AND SERVICING OF PARK AND OPEN SPACE PROPERTIES IN  
THE SANTA MONICA MOUNTAINS AND WILACRE PARK  
(SUPERVISORIAL DISTRICT 3) (3 VOTES)**

**SUBJECT**

Authorize the Department of Parks and Recreation to execute a Memorandum of Understanding with the Mountains, Recreation and Conservation Authority for the conservation, maintenance and servicing of park and open space properties in the Santa Monica Mountains, including Wilacre Park.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of the Department of Parks and Recreation, or designee, to execute a Memorandum of Understanding with the Mountains Recreation and Conservation Authority, which provides \$930,000 to the Mountains Recreation and Conservation Authority on an annual basis, subject to appropriation in the County's annual budget, for the maintenance and servicing of park and open space property in the Santa Monica Mountains within the Third Supervisorial District, including Wilacre Park.
2. Authorize the Director of the Department of Parks and Recreation, or designee, to prepare and execute amendments to the Memorandum of Understanding, as necessary, provided that County Counsel approval is obtained prior to executing any such amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of a Memorandum of Understanding (MOU) between the County of Los Angeles (County), through the Department of Parks and Recreation (Department), and the Mountains Recreation and Conservation Authority (MRCA) that would provide maintenance and servicing in the Santa Monica Mountains within the Third Supervisorial District of the County, including Wilacre Park (Park Areas), so that these areas remain safe, accessible, and open for all residents of the County. In addition, the County and MRCA have a joint interest in protecting the public investment in the Park Areas by ensuring that they are kept operational, clean, and in good working condition.

MRCA has the expertise and experience necessary to engage and acquire the services necessary to preserve habitat, open space, and recreational values on the Park Areas. The recommended MOU provides \$930,000 of funding to MRCA for the maintenance, servicing, and related activities for the Park Areas. Maintenance could include the furnishing of services and materials for the ordinary and usual maintenance while servicing could include the furnishing of utilities such as electric current, gas, and water.

### **Implementation of Strategic Plan Goals**

The recommended actions will further the Board-approved County Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by enhancing safe and accessible recreational opportunities for residents and visitors to Los Angeles County.

### **FISCAL IMPACT/FINANCING**

The Department will execute a funding agreement to forward \$930,000 to MRCA for maintenance, servicing, and related expenses for the Park Areas for Fiscal Year (FY) 2014-15. In the FY 2014-15 Supplemental Changes, the Board authorized the Director to execute a funding agreement with MRCA.

Beginning in FY 2015-16, subject to the appropriation of funds in the County's annual budget, the County would contribute \$930,000 (County Contribution) on an annual basis to MRCA for the maintenance, servicing, and related activities for the Park Areas. Without this County Contribution, MRCA may not be able to provide the maintenance and service at current levels at the Park Areas.

The first County Contribution of \$930,000 due pursuant to the recommended MOU is due Fiscal Year (FY) 2015-16 using ongoing net County cost which was established in the Department in the County's FY 2014-15 Final Adopted Budget.

### **Operating Budget Impact**

Sufficient ongoing net County cost is available in the Department's Final Adopted Budget for the annual County Contribution of \$930,000 to MRCA. The Department anticipates an estimated annual cost of \$15,000 for administering and monitoring the recommended MOU. The Department shall utilize ongoing funds originally allocated in FY 2014-15 Final Changes for recreation and maintenance costs at the Department's El Cariso Community Regional Park, to cover the administrative cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MOU will commence upon execution by the Parties. California Government Code § 26227 authorizes the Board to appropriate and expend funds to establish social programs to meet the social needs of County residents, including, without limitation, in the areas of health and public safety.

In exchange for the County Contribution, MRCA shall provide ongoing maintenance, services, operations, and related activities at the Park Areas. MRCA shall also utilize its expertise so as to preserve habitat, open space, and recreational values at the subject properties. Finally, as a condition of the MOU, MRCA shall ensure that all amenities currently provided at Wilacre Park, as of the date of execution of this Agreement shall continue to be provided free of charge to the general public. All parking lots servicing Wilacre Park shall be operated at all times free of charge to the general public.

County Counsel has reviewed this Board letter and approved as to form the attached MOU.

### **CONTRACTING PROCESS**

This Agreement is a government to government agreement. There was no contracting process associated with this Agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will have no impact on current services provided by the Department in that sufficient funds is available in its Final Adopted Budget for the County Contribution required by the MOU. Without this funding, MRCA may not be able to provide the required level of service at the Park Areas.

The Honorable Board of Supervisors  
November 12, 2014  
Page 4

## **CONCLUSION**

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached agreement be mailed to the Mountains Recreation and Conservation Authority, 570 West Avenue 26, Suite 100, Los Angeles, CA 90065, Attention: Lisa Soghor, Deputy Executive Officer.

Should you have any questions, please contact Malou Rubio at (213) 738-3015 or [mrubio@parks.lacounty.gov](mailto:mrubio@parks.lacounty.gov), Robert Maycumber at (213) 368-5823 or [rmaycumber@parks.lacounty.gov](mailto:rmaycumber@parks.lacounty.gov), Kasey Dizon at (213) 738-2986 or [kdizon@parks.lacounty.gov](mailto:kdizon@parks.lacounty.gov), or Kaye Michelson at (213) 738-2955 or [kmichelson@parks.lacounty.gov](mailto:kmichelson@parks.lacounty.gov).

Respectfully submitted,



RUSS GUINEY  
Director

RG:JW:RAM  
MR:cm

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LOS ANGELES  
AND THE MOUNTAINS, RECREATION AND CONSERVATION AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (COUNTY) acting by and through its Department of Parks and Recreation (DPR), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (MRCA), a public agency organized within the California Government Code, collectively hereinafter referred to as "the Parties."

WITNESSETH

WHEREAS, the County is authorized to enter into agreements for services for the conservation, maintenance and servicing of park and open space properties in the Santa Monica Mountains, including Wilacre Park (Santa Monica Mountains Park Properties) pursuant to California Government Code section 26227; and

WHEREAS, the County has an interest in ensuring that the Santa Monica Mountains remain safe, accessible, and open for all residents of the County; and

WHEREAS, the MRCA has the expertise and experience to provide the services necessary to preserve, manage, and maintain, habitat, open space, trails, parkland and recreational properties at the Santa Monica Mountains Park Properties; and

WHEREAS, the MRCA manages almost 69,000 acres of public lands and parks that it owns or that are owned by other agencies, including 15,800 acres in the Santa Monica Mountains; and

WHEREAS, the Parties have a joint interest in protecting the public investment in the Santa Monica Mountains by ensuring that they are kept operational, clean, and in good working condition.

(1) DEFINITIONS. As used in this MOU, the following terms shall have the indicated meanings:

a. "Eligible Expenditures" as referred to in this MOU, shall mean the expenditures identified in Section 4.5, Eligible Expenditures.

b. "Department" as referred to in this MOU, shall mean the Los Angeles County Department of Parks and Recreation.

c. "County" as referred to in this MOU, shall mean the County of Los Angeles, through its Director of Parks and Recreation.

d. "Director" as referred to in this MOU, shall mean the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

e. "MRCA" shall refer to the Mountains Recreation and Conservation Authority, a public agency organized within the California Government Code (Govt. §6500 *et seq*) as authorized by the Joint Exercise of Powers Agreement dated November 19, 2004.

f. "Year" as referred to in this MOU, shall mean each twelve month period or a portion thereof during the term of this Agreement, commencing on July 1, 2015.

g. "Santa Monica Mountains Park Properties" shall refer to those properties owned or managed by the MRCA which are located within the Third Supervisorial District of Los Angeles County, as the Third Supervisorial District was configured on December 1, 2014, located within or immediately adjacent to the Santa Monica Mountains.

(2) PURPOSE OF MOU:

a. The MRCA shall provide ongoing maintenance, services, operations and related activities at the Santa Monica Mountains Park Properties.

b. The MRCA shall utilize its expertise so as to preserve habitat, open space, and recreational values at the Santa Monica Mountains Park Properties.

c. As a condition of this Agreement, the MRCA shall ensure that all amenities currently provided at Wilacre Park, as of the date of execution of this Agreement, including the provision of public restrooms shall continue to be provided free of charge to the general public. All parking lots servicing Wilacre Park shall be operated at all times free of charge to the general public.

(3) TERM:

3.1. This MOU shall become effective on the date that this MOU is executed by the Parties hereto and shall continue until terminated by written notice.

3.2. This MOU may be terminated by either party by giving the other party at least ninety (90) days prior written notice.

3.3. The foregoing notwithstanding, a terminating Party shall continue to be responsible for any and all outstanding financial obligations, debts, liabilities or other financial commitments incurred or pledged by the terminating Party during the operational year in which the termination occurs.

(4) CONSIDERATION:

4.1 For the duration of the term of this Agreement the County shall forward to the MRCA \$930,000, on an annual basis, subject to appropriation in the County's adopted annual budget. The County shall forward the funds, subject to an approved budget as required in Section 4.4, no later than September 1st of each year. The first such contribution under this MOU shall be due in County Fiscal Year 2015-16, using ongoing appropriation which was established in the Department of Parks and Recreation in the County's FY 2014-15 Final Adopted Budget.

#### 4.2 Utilization of County Contribution by the MRCA:

a) The MRCA shall use a portion of the County Contribution to maintain the current level of maintenance and operations provided at Wilacre Park. In exchange, all amenities provided at Wilacre Park as of the effective date of this MOU, including, without limitation, restrooms, shall continue to be provided free of charge to the public. Moreover, all parking lots serving Wilacre Park shall be operated at all times free of charge to the general public; and

b) The MRCA shall use the remaining portion of the County Contribution to support maintenance and operations expense in the Santa Monica Mountains Park Properties, in accordance with Section 4.4 of this Agreement.

4.3 Responsibility for Funds and Disbursements: the MRCA shall be strictly accountable for all funds, receipts, and disbursements.

4.4. Budget: On or before April 1, annually, the MRCA shall submit to the Department for the Director's approval, its plan for expenditure (Expenditure Plan), for the subsequent year. Within thirty (30) days of receipt of the MRCA's Expenditure Plan, the Department shall provide the MRCA with a list of the approved eligible expenditures, as defined in 4.5 and a list of any rejected expenditures. The MRCA may then submit an amended Expenditure Plan to the Department to address any previously rejected expenditures.

4.5 Eligible Expenditures: The Director, at his sole discretion, has the authority to determine if a proposed expenditure by the MRCA is consistent with the intent and purpose of this MOU, and thus considered, an eligible expenditure.

#### (5) INDEMNIFICATION

The MRCA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively known as County Indemnitees) from and against any and all liability including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the MRCA's acts and/or omissions, including those of its appointed or elected officials, employees, agents and volunteers, arising from and/or relating to this Contract, except for such loss or damage arising from the sole gross negligence or willful misconduct of the County.

#### (6) RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

6.1 The MRCA shall at all times during the term of this Agreement and for five (5) years after the termination or expiration of this Agreement, keep, or cause to be kept, locally, to the reasonable satisfaction of the County, true, accurate, and complete financial records of its activities and operations relating to, or arising from, this Agreement, in accordance with generally accepted accounting principals. The MRCA shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The MRCA agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and

other time and employment records, appropriate documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the MRCA and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the MRCA at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the MRCA shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

6.2 In the event that an audit of the MRCA is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the MRCA or otherwise, then MRCA shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the MRCA's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

6.3 Failure on the part of the MRCA to comply with any of the provisions of this Section 6 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement, as further articulated in Section 6.8 of this Agreement.

6.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the MRCA regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the MRCA, then the difference shall be either: a) repaid by the MRCA to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the MRCA from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the MRCA, then the difference shall be paid to the MRCA by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

6.5 If the County notifies the MRCA that the MRCA did/does not, to the reasonable satisfaction of the County (1) adequately maintain the documents required under Section 6 of the Agreement, and/or (2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or (3) if the County is not able to reasonably determine whether the MRCA reported and correct invoiced any amount due or paid by the County under this Agreement, then the County may assess penalties specified in this section upon the MRCA.

6.6 Intentionally Omitted.

6.7 Intentionally Omitted.

6.8 Disputes and Defaults: In the event the MRCA fails to perform or adhere to any duty, obligation, term, condition or provision of this Agreement, a putative default shall have occurred. Except as otherwise provided in this Agreement, if a putative default remains uncured or unresolved by the MRCA for a period in excess of forty-five (45) calendar days from the date



upon which the County issues notice of default (hereinafter, a "Default Notice") to the MRCA, the MRCA shall be deemed in "Default." In the event of such Default, the County may pursue any and all remedies available to it at law or in equity.

6.9 Legal Costs: The Parties agree that they shall each be responsible for their respective attorneys' fees, expert fees, court fees and other litigation costs, regardless of whether a Party ultimately prevails through legal action or any other manner of proceeding arising out of a Default. The Parties further agree that they shall each be responsible for an equal share of the cost of any mediator or arbitrator presiding over any mediation or arbitration proceedings whether or not such mediation or arbitration proceedings are undertaken voluntarily by the Parties or on the order or directive of a court of competent jurisdiction.

7. Notices:

DPR: Mr. Russ Guiney, Director  
Department of Parks and Recreation  
County of Los Angeles  
433 South Vermont Avenue  
Los Angeles, CA 90020  
Telephone: (213) 738-2951  
Fax: (213) 738-6444

MRCA: Joseph T. Edmiston, Executive Officer  
5810 Ramirez Canyon Road  
Malibu, CA 90265  
Telephone: (310) 589-3230

With a copy to: Jeffrey K. Maloney, Chief Staff Counsel  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065  
Telephone: (323) 221-9944 Ext. 101  
Fax: (323) 221-9934

7.1 Captions and Headings: All captions and headings contained herein are for convenience only, and are not to be construed as governing or modifying the language of the Agreement.

7.2 Governing Law: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If applicable law requires that all or part of any such litigation be tried in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.3 Modification: This Agreement may be amended from time-to-time in writing by mutual agreement of the Parties; provided however, that any such amendment shall take into consideration any indebtedness which is outstanding in accordance with any resolution of the authority authorizing the issuance thereof.

7.4 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

7.5 Severance Clause: If any section, subsection, sentence, clause, or phrase of this Agreement, or the application thereof, is for any reason held invalid, the validity of the remainder of the Agreement, shall not be affected thereby. Each of the Parties hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, phrases, or the application thereof, be held invalid.

7.6 Non-Assignment: The MRCA shall not assign any rights or obligations under this Agreement without the County's written consent.

7.7 Authorization to Execute: The officers and/or officials signing this Agreement on behalf of their respective Parties warrant and represent that they have been duly authorized by the governing body of the Party they represent to execute this Agreement on behalf of the Party and bind the same to all the terms, conditions, duties, provisions and obligations contained herein.

7.8 Counterparts: This Agreement may be signed in counterparts. The "Effective Date" of this Agreement shall be the date upon which the County and MRCA have executed this Agreement and shall be the first date to appear above.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By \_\_\_\_\_ Date \_\_\_\_\_  
Director, County of Los Angeles  
Department of Parks and Recreation  
acting on behalf of the County of Los Angeles

APPROVED AS TO FORM:  
MARK J. SALADINO, County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy

MOUNTAINS, RECREATION AND CONSERVATION AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_ Date \_\_\_\_\_  
Attorney